

CARL J. KUNASEK  
CHAIRMAN

JIM IRVIN  
COMMISSIONER

RENZ D. JENNINGS  
COMMISSIONER



GEOFFREY E. GONSHER  
EXECUTIVE SECRETARY

ARIZONA CORPORATION COMMISSION

# 6140

THOMAS J. SYNHORST  
9606 NOTH 43RD WAY  
PHOENIX, AZ 85028

RE: DCI GROUP, L.L.C.  
File Number: L-0809216-0

We are pleased to notify you that your Articles of Organization were filed on June 2, 1997.

You must publish a notice of the filing of your Articles of Organization WITHIN (60) DAYS from the filing date noted above. The publication must be in a newspaper of general circulation in the county of the known place of business, for three (3) consecutive publications.

For your convenience we have provided a Notice of Publication form. Please complete this form, in its entirety, and submit to the newspaper of your choice. An affidavit from the newspaper, evidencing such publication, must be delivered to the Commission for filing WITHIN NINETY (90) DAYS from the file date.

If you have any questions or need further information, please contact us at (602) 542-3135 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,

MARY BAINES  
Examiner  
Corporations Division  
Arizona Corporation Commission

LL:13  
Rev: 4/97

RECEIVED  
AT CORP COMMISSION  
FILED

JUN 2 10 08 AM '97

ARTICLES OF ORGANIZATION

OF

DCI GROUP, L.L.C.

APPR mBaines  
DATE 6-2-97  
TERM \_\_\_\_\_  
DATE \_\_\_\_\_  
L-0809216-0

TO: Arizona Corporation Commission  
State of Arizona  
Phoenix, Arizona 85007

The undersigned organizers and members of the Limited Liability Company organized pursuant to Arizona Revised Statutes §29-632 do hereby adopt the following Articles of Organization for such Limited Liability Company.

ARTICLE ONE

The name of the Limited Liability Company shall be DCI Group, L.L.C.

ARTICLE TWO

The nature of the business to be transacted or the purpose for which the Limited Liability Company is organized is to provide consulting services, and all such other purposes permitted by law. The entity will not, however, engage in the dry cleaning business.

ARTICLE THREE

The address of the registered office of the Limited Liability Company in Arizona is 1325 West 21st Street, Tempe, Arizona 85282, located in the County of Maricopa.

ARTICLE FOUR

The name and address of the statutory agent is: Thomas J. Synhorst, 9606 North 43rd Way, Phoenix, Arizona 85028, located in the County of Maricopa.

**ARTICLE FIVE**

There are or will be two or more members at the time the Limited Liability Company is formed.

**ARTICLE SIX**

The Limited Liability Company shall exist and commence upon the acceptance of these Articles of Organization by the Arizona Corporation Commission for filing, and the latest date on which the Limited Liability Company is to dissolve is January 9, 2025.

**ARTICLE SEVEN**

This Company shall have all the powers conferred on it by the Arizona Revised Statutes, as amended.

**ARTICLE EIGHT**

The management of the Limited Liability Company is reserved to the members of this Limited Liability Company. The name and address of each person who is a member:

Thomas J. Synhorst  
9606 North 43rd Way  
Phoenix, Arizona 85028

Douglas M. Goodyear  
1805 Curraghmore Road  
Clemmon, NC 27012

Timothy N. Hyde  
4345 Greenbriar Farm Road  
Winston-Salem, NC 27106

**ARTICLE NINE**

Any Operating Agreement entered into by the members of the Limited Liability Company, and any amendments or restatements thereof, shall be in writing. No oral agreement among any of the members of the Limited Liability Company shall be deemed or construed to constitute any portion of, or otherwise affect the interpretation of, any written Operating Agreement of the Limited Liability Company as amended and in existence from time to time.

#### ARTICLE TEN

Except as otherwise provided by law, no member of this Limited Liability Company shall be personally liable for the acts or debts of this Limited Liability Company. Any member shall not be personally liable to the Company or its members for the monetary damages for breach of fiduciary duty as a member unless there is:

1. A breach of the member's duty of loyalty to the Limited Liability Company or its members.
2. Acts or omissions not in good faith which involve intentional misconduct or knowing violation of the law.
3. Transactions from which the member derives an improper personal benefit or wrongful distribution in violation of Arizona law.

#### ARTICLE ELEVEN

A member's interest in the Limited Liability Company shall be evidenced by a certificate of membership interest issued by the Limited Liability Company.

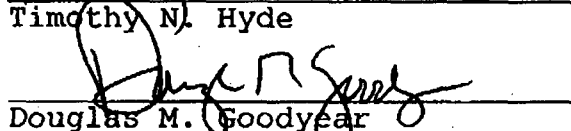
#### ARTICLE TWELVE

These Articles of Organization represent the formation of an existing Kansas Limited Liability Company as a domestic Arizona Limited Liability Company, which Kansas entity will on or about June 1, 1997, change its site from Kansas to Arizona. At that time the Kansas entity will be dissolved.

IN WITNESS WHEREOF, the aforesaid members have caused the execution of the foregoing Articles of Organization on the 15th day of May, 1997.

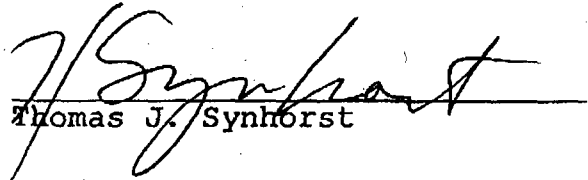
  
Thomas J. Synhorst

  
Timothy N. Hyde

  
Douglas M. Goodyear


CONSENT TO ACT AS STATUTORY AGENT

I, Thomas J. Synhorst, having been designated to act as statutory agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

  
Thomas J. Synhorst

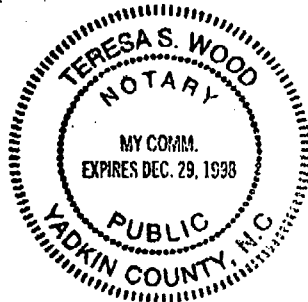
STATE OF IOWA :  
: ss.  
COUNTY OF DALLAS :


On this 15th day of May, 1997, before me, a Notary Public, personally appeared Thomas J. Synhorst, to me known to be one of the persons named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

  
Ralph R. Brown, Notary Public  
in and for the State of Iowa  
My commission expires 04/24/99

STATE OF NORTH CAROLINA :  
: ss.  
COUNTY OF FORSYTH :

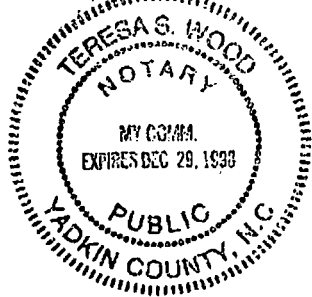
On this 15th day of May, 1997, before me, a Notary Public, personally appeared Timothy N. Hyde, to me known to be one of the persons named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



  
Notary Public in and for  
the State of North Carolina  
My commission expires 12-29-98

STATE OF NORTH CAROLINA :  
: ss.  
COUNTY OF FORSYTH :

On this 15th day of May, 1997, before me, a Notary Public, personally appeared Douglas M. Goodyear, to me known to be one of the persons named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Teressa S. Wood  
Notary Public in and for  
the State of North Carolina  
My commission expires 12-29-98

**CONSENT**

TO: THE ARIZONA CORPORATION COMMISSION  
PHOENIX, ARIZONA

DCI Management Group, Ltd., an Arizona corporation, hereby consents that DCI Group, L.L.C., a Kansas Limited Liability Company, which is relocating from Mission, Kansas, to 1325 West 21st Street, Tempe, Arizona, on or about June 1, 1997, may use the name "DCI Group, L.L.C." for the purpose of forming an Arizona domestic Limited Liability Company, filing Articles of Organization with the Arizona Corporation Commission, and doing business in the State of Arizona, so long as such business does not involve the dry cleaning business.

Dated this 15 day of May, 1997.

DCI MANAGEMENT GROUP, LTD.

By 

Philip A. D-Elia  
Vice President

**THIRD AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
DCI GROUP, L.L.C.**

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "**Agreement**") of DCI Group, L.L.C. (the "**Company**") dated as of December 31, 2011, is by and among the Members (as hereinafter defined) whose signatures appear on the last page of this Agreement.

**RECITALS:**

1. The Company was originally formed on January 9, 1997, as a Kansas limited liability company, and was reformed as an Arizona limited liability company on June 2, 1997.

2. On June 30, 2002, the then Members contributed to the Company all of the issued and outstanding membership units of TechCentralStation.com, L.L.C., a District of Columbia limited liability company and DCI Associates, L.L.C., a District of Columbia limited liability company, and made appropriate adjustments to the capital account balances of the Members.

3. The then Members replaced the Company's operating agreement, dated December 23, 1996, with an Amended and Restated Limited Liability Company Agreement, dated as of July 1, 2002 (the "**Original Agreement**"), and agreed to continue the Company as a limited liability company without dissolution pursuant to and in accordance with the Arizona Revised Statutes, §29-601, *et. seq.*, as amended from time to time (the "**Act**").

4. The then Members amended the Original Agreement pursuant to an Amendment No. One to the Limited Liability Company Agreement of DCI Group, L.L.C., dated September 24, 2002, and an Amendment No. Two to the Limited Liability Company Agreement of DCI Group, L.L.C., dated June 12, 2006 (the Original Agreement as so amended, the "**Amended Agreement**").

5. The Members amended and restated in its entirety the Amended Agreement for the purposes of (i) setting forth their understanding regarding the consequences of a Member breaching certain covenants in the Amended Agreement,



(ii) clarifying the allocation of Book Loss and Book Gain (each as hereinafter defined) in certain circumstances and (iii) making certain other changes to the Amended Agreement, by executing a Second Amended and Restated Limited Liability Company Agreement of DCI Group, L.L.C., dated as of January 1, 2009 (the "**Restated Agreement**").

6. The Members now desire to amend and restate in its entirety the Restated Agreement for the purposes of (i) changing in certain respects and clarifying the procedures associated with the payment to a Former Member (as hereinafter defined) of his or her Final Capital Account Balance, (ii) changing certain other substantive provisions of the Restated Agreement and (iii) correcting certain statements in the Restated Agreement that are factually inaccurate.

7. Upon their execution and delivery to the Company of a copy of this Agreement, each of the persons whose signature is affixed hereto shall continue to be a Member of the Company in accordance with the terms of this Agreement (all such persons and any other person who is admitted to the Company as a Member in accordance with the terms of this Agreement, in their capacity as Managing Members or Non-Managing Members, are referred to herein collectively as the "**Members**").

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members, intending to be legally bound, do hereby agree as follows:

#### ARTICLE 1 DEFINITIONS

Section 1.01. *Definitions.* (a) As used herein, the following terms have the following meanings:

"**Book Value**" means, with respect to any Company asset, the adjusted basis of such asset for U.S. federal income tax purposes, except that (i) the initial Book Value of any asset contributed by a Member to the Company shall be the gross Fair Market Value of such asset on the date of contribution, (ii) the Book Value of Company assets may be adjusted pursuant to Section 4.03 and (iii) the Book Value of Company assets shall be adjusted for depreciation, amortization and other cost recovery deductions in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g).

"**Capital Contribution**" means, with respect to each Member, the amount of cash and the Fair Market Value of any property (net of any liabilities secured by such property that the Company assumes or to which the Company's ownership of such property is subject) that has been contributed by such Member to the Company pursuant to Article 3.

**"Code"** means the Internal Revenue Code of 1986, as amended from time to time. References to specific provisions of the Code include references to corresponding provisions of successor law.

**"Departure Event"** shall mean the death of a Member, the permitted Transfer of all of a Member's Membership Interest pursuant to Section 9.02(b), the withdrawal of a Member pursuant to Section 10.02 and the expulsion of a Member pursuant to Section 10.03.

**"Fiscal Year"** shall mean the period from January 1 through December 31 of each year (unless otherwise required by law).

**"Liquidating Member"** shall mean such Member as shall be selected from time to time by a Majority Vote of the Management Committee.

**"Majority Vote"** shall mean the vote of the Managing Members whose aggregate Units at the time of determination exceed 50.00 percent of the total Units of all Managing Members entitled to vote on a particular matter at such time.

**"Managing Members"** shall mean Thomas J. Synhorst, Douglas M. Goodyear, James E. Murphy, Jr., Brian S McCabe and Justin M. Peterson.

**"Membership Interest"** shall mean the entire limited liability company interest owned by a Member in the Company at any particular time, including the right of such Member to any and all benefits to which a Member may be entitled as provided in this Agreement, including the right to capital, if any, and the right to profits, together with the obligations of such Member to comply with all the terms and provisions of this Agreement.

**"Person"** means an individual, corporation, partnership, association, trust, limited liability company or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

**"Supermajority Vote"** shall mean the vote of Managing Members whose aggregate Units at the time of determination equal or exceed 75.00 percent of the total Units of all Managing Members entitled to vote on a particular matter at such time.

**"Transfer"** means any direct or indirect sale, assignment, disposition, exchange, mortgage, pledge or grant of a security interest in, foreclosure or any other transfer of any portion of an Interest.

**"Treasury Regulations"** means the Treasury Regulations, including Temporary Regulations, promulgated under the Code, as such regulations are in effect from time to time. References to specific provisions of the Regulations include references to corresponding provisions of successor regulations.

(a) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Act	Recitals
Affected Member	5.02
Book Gain	4.03
Book Loss	4.03
Capital Account	4.01
Capital Call	3.02
Company Information	7.08
Default Charge	3.03
Default Notice	3.03
Default Rate	3.03
Defaulting Member	3.03
Deferred Amount	10.05
Delinquent Contribution	3.03
Expelled Member	10.03
Expulsion	10.03
Expulsion Date	10.03
Fair Market Value	7.07
Final Capital Account Balance	10.04
Former Member	10.01
Former Member's Interest	10.01
Indemnitor	8.01
IRS	7.05
Liquidating Event	11.02
Management Committee	7.01
Members	Recitals
Non-Managing Member	7.01
Percentage Interest	5.01
Purchase Offer	Article 12
Repayment Amount	3.03
Requested Amount	3.02
Tax Matters Partner	7.05
Units	5.01

## ARTICLE 2 PURPOSES OF THE COMPANY

Section 2.01. *Name.* The name of the Company shall be "DCI Group, L.L.C."

Section 2.02 *Purpose.* The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and in any and all activities necessary or incidental to the foregoing.

Section 2.03 *Powers.* In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have and may exercise all the powers now or hereafter conferred by Arizona law on limited liability companies formed under the Act. The Company shall have the power to do any and all acts necessary, appropriate, proper, advisable, incidental or convenient to or for the protection and benefit of the Company, and shall have, without limitation, any and all of the powers that may be exercised on behalf of the Company by the Members.

Section 2.04 *Principal Place of Business and Registered Agent of the Company.* A place of business of the Company shall be located at an address designated by the Management Committee in Phoenix, Arizona. The Company's principal place of business shall be located in Washington, D.C. and its registered agent in the District of Columbia shall be Corporation Service Company, 1090 Vermont Avenue, N.W., Washington, D.C. 20005.

Section 2.05 *Registered Office in Arizona.* The address of the registered office and the name and address of the registered agent of the Company in the State of Arizona is 2340 East Beardsley Road, Suite 100, Phoenix, Arizona 85024, and its registered agent at such address is Thomas J. Synhorst.

Section 2.06 *Duration of the Company.* The Company shall continue until its termination in accordance with the provisions of Article 11.

Section 2.07 *Title to Company Property.* All property of the Company, whether real or personal, tangible or intangible, shall be deemed to be owned by the Company as an entity, and no Member, individually, shall have any direct ownership interest in such property.

Section 2.08 *Filing of Certificates.* The Chief Executive Officer, as an authorized person within the meaning of the Act, shall execute, deliver and file, or cause the execution, delivery and filing of, the articles of organization and all certificates, notices or other documents required or permitted by the Act to be filed in the Corporation Commission of the State of Arizona, and any other certificates, notices or other documents required or permitted by law for the Company to qualify to do business in any jurisdictions where the Company may elect to do business.

### ARTICLE 3 CAPITAL CONTRIBUTIONS

Section 3.01. *Initial Capital Contributions.* Each current Member has contributed property or cash in an amount that was determined by the Management Committee as his or her initial Capital Contribution. Each additional Member

admitted pursuant to Section 6.02 shall make a Capital Contribution in an amount and on terms determined by the Management Committee.

Section 3.02. *Additional Capital Contributions.* Except as provided in this Section 3.02, the Members shall not be required to make any additional Capital Contributions to the Company. The Members shall contribute additional capital to the Company in such amounts and at such times as required by a Supermajority Vote of the Management Committee (such a determination is referred to herein as a **"Capital Call"**). The Members shall contribute additional capital pursuant to a Capital Call, in cash, in proportion to their respective Percentage Interests (each Member's proportionate interest in the additional Capital Contribution is referred to herein as the **"Requested Amount"**). Each Member shall have thirty (30) days from the date notice of a Capital Call is given to contribute his or her Requested Amount to the Company. Each Member shall receive a credit to his or her Capital Account to the extent he or she contributes the Requested Amount to the Company.

Section 3.03. *Failure to Contribute Capital.* If a Member (a **"Defaulting Member"**) does not contribute to the capital of the Company the full amount of his or her Requested Amount when due, notice of default (a **"Default Notice"**) shall be given by the Management Committee to him or her by certified or registered mail. Interest shall accrue at the Default Rate (as hereinafter defined) on the unpaid balance of such Requested Amount (the **"Delinquent Contribution"**), from and including the date such Requested Amount was due until the date of payment of the Delinquent Contribution by or on behalf of such Defaulting Member. The term **"Default Rate"** with respect to any period shall mean a rate of interest equal to the lesser of (i) a variable rate equal to the rate of interest per annum publicly announced from time to time by JP Morgan Chase Bank (or any successor thereto) as its "prime rate" in effect at its principal office in New York, New York during such period plus six (6) percentage points or (ii) the highest interest rate for such period permitted by applicable law. If the full amount of the Delinquent Contribution together with interest at the Default Rate is not received by the Company within fifteen (15) days after the mailing of the Default Notice to the Defaulting Member, the Management Committee may declare the Defaulting Member to be in default by delivering written notice of such declaration to the Defaulting Member. Upon such a declaration of default, the Management Committee, may, in its discretion, pursue one or more of the following alternative remedies:

(A) The Management Committee may offer each non-defaulting Member the option of advancing its pro rata share (based upon its respective Percentage Interest) of the Delinquent Contribution on the following terms: (i) the sums advanced shall be deemed to be demand recourse loans to the Defaulting Member from the Members participating in the advance and a contribution of such sums to the capital of the Company by the Defaulting Member; (ii) such loans to the Defaulting Member shall bear interest at the Default Rate, from the date that each such advance was made until the date

that such advances, together with interest at the Default Rate and any costs and expenses incurred by the Company as a result of the Defaulting Member's failure to contribute capital (collectively, the "**Repayment Amount**"), are repaid in full to the Members and the Company, as appropriate; (iii) unless otherwise repaid directly by the Defaulting Member, repayment of the Repayment Amount shall be made from any and all cash distributions from the Company that the Defaulting Member is otherwise entitled to receive (such repayment to be made among the non-defaulting Members making such loans pro rata in accordance with the unpaid principal balances of their respective loans) until the Repayment Amount has been paid in full; and (iv) all such repayments shall be applied first to any costs and expenses incurred by the Company as a result of the Defaulting Member's failure to contribute capital, then to unpaid accrued interest on such loans, and then to principal of such loans. Any exercise by a non-defaulting Member of the option to make such a loan shall be made within thirty (30) days after notice of such option is given by the Management Committee to such non-defaulting Member. If any non-defaulting Member does not so exercise such option, the Management Committee shall re-offer each non-defaulting Member that did so exercise, the additional option of participating further in such loans to the Defaulting Member in an amount determined equitably by the Management Committee taking into account each non-defaulting Member's Percentage Interest.

(B) As agreed upon damages to the non-defaulting Members (it being agreed that it would be difficult to fix the actual damages to each non-defaulting Member, and that the Default Charge (as hereinafter defined) is a reasonable substitute for such actual damages), (i) the Defaulting Member's Capital Account shall be reduced by an amount equal to twenty-five percent (25%) of the positive balance in such Capital Account immediately prior to the default by such Defaulting Member (the "**Default Charge**"), which Default Charge shall be allocated pro rata among the Capital Accounts of the non-defaulting Members in accordance with their respective Percentage Interests as a credit to such Capital Accounts and (ii) the Defaulting Member's Percentage Interest shall be reduced by twenty-five percent (25%) by reducing the number of Units held by such Defaulting Member by twenty-five percent (25%), and such Units no longer held by such Defaulting Member shall be allocated among the non-defaulting Members pro rata in accordance with their respective Percentage Interests.

(C) Offer to the non-defaulting Members the option to purchase the Defaulting Member's Membership Interest (such option to be allocated among the non-defaulting Members pro rata in

accordance with their respective Percentage Interests) for a purchase price equal to the lesser of (i) the Defaulting Member's Percentage Interest of the then Fair Market Value of the Company's assets or (ii) the balance in the Defaulting Member's Capital Account immediately prior to the default by such Defaulting Member, and subject to such deferred payment, collateral security and other financial terms and conditions as the Management Committee in its discretion shall determine is appropriate taking into account, among other things, the nature of the Defaulting Member's default and the amount of the purchase price.

(D) Whenever the vote, consent, action or decision of the Members or the members of the Management Committee is required or permitted pursuant to this Agreement, such Defaulting Member shall not be entitled to participate in such vote or consent, or to take such action or make such decision, and such vote, consent, action or decision shall be taken or made as if such Defaulting Member were not a Member or a member of the Management Committee.

(E) Pursue and enforce all of the Company's other rights and remedies against the Defaulting Member under this Agreement and applicable law, including, but not limited to, the commencement of a lawsuit to collect the Repayment Amount and reimbursement (with interest at the Default Rate) of any other damages suffered by the Company.

#### ARTICLE 4

##### CAPITAL ACCOUNTS AND ALLOCATIONS; DISTRIBUTIONS

Section 4.01. *Capital Accounts; Book Allocations.* A capital account (each a "**Capital Account**") shall be maintained for each Member on the books and records of the Company. Each Member's Capital Account shall be increased by allocations of Net Income (as hereinafter defined) and items of income or gain made to that Member and by any Capital Contributions made by that Member, and shall be reduced by allocations of Net Loss (as hereinafter defined) and items of loss, expense or deduction made to that Member and by any distributions made to that Member.

Section 4.02. *Allocations Of Net Income Or Net Loss.* Except as otherwise provided herein, Net Income and Net Loss and all items of Company income, gain, loss, expense or deduction (including, without limitation, Book Gain and Book Loss (each as hereinafter defined)) shall be allocated among the Members in the manner provided in this Section 4.02. Net Income and Net Loss of the Company shall be calculated for each Fiscal Year or other period as an amount equal to the Company's taxable income or loss for such year or period determined in accordance with

Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments: (i) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Net Income or Net Loss shall be added to such taxable income or loss; (ii) any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Loss, shall be subtracted from taxable income or loss; (iii) gain or loss from the disposition of a Company asset, and depreciation, amortization or other cost recovery deductions with respect to a Company asset, shall be computed by reference to the asset's Book Value, rather than its adjusted tax basis as required by Treasury Regulation Section 1.704-1(b)(2)(iv)(g); (iv) in the event the Book Value of the Company's assets is adjusted pursuant to Section 4.03, the resulting Book Gain or Book Loss shall be taken into account as gain or loss from the disposition of such assets for purposes of computing Net Income or Net Loss; and (v) to the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Section 734(b) or 743(b) of the Code is required pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) to be taken into account in determining Capital Accounts, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account in computing Net Income or Net Loss.

(a) Net Income for each Fiscal Year or other period shall be allocated among the Members (i) first, in proportion to and to the extent of the respective allocations of Net Loss that have been made to the Members pursuant to Section 4.02(b)(ii), until the cumulative amounts of Net Income that have been allocated pursuant to this Section 4.02(a)(i) equal the cumulative amounts of Net Loss that have been allocated pursuant to Section 4.02(b)(ii), and (ii) thereafter, in accordance with the Members' respective Percentage Interests.

(b) Net Loss for each Fiscal Year or other period shall be allocated among the Members (i) first, in proportion to and to the extent of the respective allocations of Net Income that have been made to the Members pursuant to Section 4.02(a)(ii), until the cumulative amounts of Net Loss that have been allocated pursuant to this Section 4.02(b)(i) equal the cumulative amounts of Net Income that have been allocated pursuant to Section 4.02(a)(ii), and (ii) thereafter, in accordance with the Members' respective Percentage Interests.

**Section 4.03. *Adjustment To Book Value Of Company Assets.*** If a Supermajority of the Management Committee so determines, in its discretion, the Book Value of each of the Company's assets (including intangible assets such as goodwill) may be adjusted to equal such asset's Fair Market Value on the acquisition of any Membership Interest by any new or existing Member, the liquidation of any Membership Interest pursuant to Article 10, and the liquidation of the Company.



When the Book Value of any Company asset is adjusted pursuant to this Section 4.03, the amount of the adjustment shall, if it is positive, be treated as gain from the disposition of the relevant asset ("**Book Gain**") and, if it is negative, be treated as loss from the disposition of the relevant asset ("**Book Loss**"), for purposes of making allocations pursuant to Section 4.02.

Section 4.04. *Qualified Income Offset.* Notwithstanding any other provision of this Article 4, if any Member has a deficit Capital Account for any Fiscal Year as a result of any adjustment of the type described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4) through (6), then the Company's items of net income and gain will be specially allocated to such Member in an amount and manner sufficient to eliminate such deficit as quickly as possible. Any special allocation of items of income or gain pursuant to this paragraph shall be taken into account in computing subsequent allocations pursuant to this Article 4 so that the cumulative net amount of all items allocated to each Member shall, to the extent possible, be equal to the amount that would have been allocated to such Member if there had never been any allocation pursuant to this Section 4.04.

Section 4.05. *Compliance With Applicable Regulations.* It is intended that the Capital Accounts shall be maintained at all times in accordance with Section 704(b) of the Code and applicable Treasury Regulations thereunder, and that the provisions hereof relating to Capital Accounts shall be interpreted in a manner consistent therewith. The Tax Matters Partner shall be authorized, in his or her discretion, to make appropriate adjustments to the allocations of items to comply with Section 704(b) of the Code and the applicable Treasury Regulations thereunder.

Section 4.06. *Tax Allocations.* (a) Except as otherwise required by the Code or the Treasury Regulations, all items of Company income, gain, loss, deduction and credit shall be allocated among the Members for U.S. federal income tax purposes in the same proportions as the corresponding items are allocated pursuant to Section 4.02 for purposes of maintaining the Members' Capital Account.

(b) All items of income, gain, loss and deduction with respect to any Company asset that has a Book Value that differs from its adjusted tax basis for U.S. federal income tax purposes shall be allocated so as to take into account the variation between the Book Value and the adjusted tax basis in accordance with the principles of Section 704(c) of the Code and the Treasury Regulations thereunder.

Section 4.07. *Transfer Of Membership Interests.* If there is a change in a Member's Percentage Interest in the Company during any fiscal period, allocations of items pursuant to this Article 4 for such fiscal period shall be made in such manner as the Management Committee may determine, provided it is consistent with Section 706 of the Code and the Treasury Regulations thereunder.

Section 4.08. *Distributions.* The Company shall make distributions (other than distribution in liquidation of the Company or to a withdrawing Member) at such times and in such amounts as shall be determined by a Majority Vote of the

Management Committee. All such distributions shall be made to the Members in proportion to their Percentage Interests except as otherwise determined by a Majority Vote of the Management Committee.

Section 4.09. *Amounts Withheld.* The Tax Matters Partner is authorized to withhold from distributions, or with respect to allocations, to the Members and to pay over to any federal, state, local or foreign government any amounts which it reasonably determines may be required to be so withheld pursuant to the Code or any provisions of any other federal, state, local or foreign law. All amounts withheld pursuant to the Code or any provision of any state, local or foreign tax law with respect to any allocation or distribution to any Member shall be treated as amounts distributed to such Member pursuant to this Article 4 for all purposes under this Agreement.

Section 4.10. *Dissolution.* Upon dissolution and winding up of the Company, the Company shall make distributions in accordance with Section 11.04.

Section 4.11. *No Interest On Capital Accounts.* No interest shall be paid or accrued on the Capital Account of any Member.

Section 4.12. *Withdrawals.* Except as expressly set forth herein, no Member shall be entitled to withdraw any part of his or her Capital Contributions or Capital Account balance. Upon the withdrawal of any Member, the Company shall make payments in accordance with Article 10.

## ARTICLE 5

### UNITS AND PERCENTAGE INTERESTS

Section 5.01. *Units; Percentage Interest.* Each Member's rights to participate in allocations of the Company's income and loss in the Company shall be represented by a number of "Units." The Company is authorized to create and issue Units in an unlimited amount. Initially all Units shall be identical, but the Management Committee, by a Supermajority Vote, is authorized to create and establish in the future additional classes or groups of members with relative rights, powers and duties superior or inferior to the initial Membership Interests and Units, as permitted by the Act. As used herein, the term "Percentage Interest" of any Member shall mean the proportion, expressed as a percentage, that such Member's Units represent of the aggregate number of Units then issued to all Members. For the avoidance of doubt, the Units issued to a Member do not represent the Member's entire Membership Interest in the Company because Units do not represent an interest in the capital of the Company. A Member's interest in the capital of the Company is determined solely by such Member's Capital Account balance at any time.

Section 5.02. *Adjustments To Percentage Interests.* When a Person is admitted as a Member or when additional Units are issued to a Member, or if all or

part of the Membership Interest of a Member is acquired by the Company, then the Percentage Interests of the other or remaining Members (including a Member whose interest is partially acquired) shall be decreased or increased pro-rata, as the case may be. The Management Committee may make non-pro rata reductions to the number of Units owned by a Member (such Member is referred to herein as the "Affected Member" and all other Members are referred to as "non-affected Members") only (i) by a Supermajority Vote of the Management Committee in the case of an Affected Member who is a Non-Managing Member, or (ii) in the case of an Affected Member who is a Managing Member, if the Affected Member has significantly reduced the amount of effort devoted to the Company's business, or has defaulted in his or her obligation to pay the Required Amount under Section 3.02, and a unanimous vote of the non-affected Managing Members is obtained.

## ARTICLE 6 MEMBERS

Section 6.01. *Limited Liability.* Except as required under the Act or as expressly set forth in this Agreement, no Member shall be personally liable for any debt, obligations, or liability of the Company, whether that liability or obligations arises in contract, tort, or otherwise.

Section 6.02. *Additional Members.* An Additional Member may be admitted to the Company only with a Supermajority Vote of the Management Committee and an appropriate amendment to this Agreement.

Section 6.03. *Withdrawals Or Resignations.* A Member may withdraw or resign from the Company only in accordance with Section 10.02 and the other provisions of Article 10.

Section 6.04. *Termination Of Membership Interest.* Upon the occurrence of a Departure Event as to a Member, the Membership Interest of such Member shall be purchased upon the terms and conditions provided for in Article 10. Each Member acknowledges and agrees that such purchase of a Membership Interest upon the occurrence of any of the foregoing events is reasonable under the circumstances existing as of the date hereof.

Section 6.05. *Remuneration To Members.* Except as provided for in Article 4, concerning the allocation of profits, losses and distributions among Members, Article 7, concerning the reimbursement of expenses and Article 12, concerning the entitlement of Members winding up the affairs of the Company to reasonable compensation, no Member as such is entitled to remuneration for acting in the Company business.

Section 6.06. *Outside Activities.* Except as otherwise approved by a Majority Vote of the Management Committee, each Member shall devote his or her

full time and attention (during normal business hours) to the business of the Company. No Member may engage in any activity which materially interferes with the business of the Company or conflicts with the obligations of such Member under this Agreement.

Section 6.07. *Non-competition.* Unless waived by the Management Committee, each Member agrees during the time when he or she is a Member and for a period of two years following a Departure Event, as a condition to such Person's right to receive any payments due under Article 10, that he or she will not become directly involved, as an owner, principal, employee, officer, director, independent contractor, representative, stockholder, agent or advisor or in any other capacity with, or render services or advice of any kind to, any firm, corporation, partnership or other entity engaged in the business of the Company, or solicit any business, assignment or engagement from, or perform any services for, any Person that was a client of the Company in the twelve-month period immediately preceding the date of the Departure Event.

## ARTICLE 7 ADMINISTRATIVE PROVISIONS

Section 7.01. *Management Rights And Powers Of The Managing Members; Management Committee.*

(a) Except as otherwise specifically provided in this Agreement, the Company and its business shall be managed, controlled and operated exclusively by the Managing Members, who shall be the "managers" of the Company within the meaning of Section 29-681 of the Act, and who collectively shall constitute the **Management Committee**. The Members who are not members of the Management Committee are referred to as "**Non-Managing Members**."

(b) Except as otherwise specifically provided in this Agreement, as among the Managing Members, the determination by a Majority Vote to take any action or make any decision (for, in respect of, or on behalf of, the Company) shall control. A Managing Member can be removed from the Management Committee only by the unanimous vote of the other Managing Members. [In the event the Management Committee intends to vote on any matter the approval or disapproval of which will directly and uniquely affect a Managing Member, such affected Managing Member shall recuse himself or herself from such vote and, for purposes of such vote, the Management Committee shall be deemed to be composed of the remaining Managing Members.]

(c) The Company shall undertake the following matters only pursuant to a Supermajority Vote of the Management Committee:

- (i) the admission of a new Member pursuant to Section 6.02;

- (ii) the permitted withdrawal of a Non-Managing Member pursuant to Section 10.02;
  - (iii) the expulsion of a Non-Managing Member pursuant to Section 10.03;
  - (iv) the addition of a Member to the Management Committee;
  - (v) the establishment, pursuant to Section 5.01, of additional classes or groups of members with relative rights, powers and duties superior or inferior to the initial Membership Interests and Units;
  - (vi) non-pro rata reductions in the number of Units owned by a Member pursuant to Section 5.02(i);
  - (vii) permitting a Member to transfer all or any portion of his or her Membership Interests pursuant to Section 9.01(a), and permitting any Person other than the Company to acquire any such Membership Interest pursuant to Section 10.01;
  - (viii) the dissolution of the Company pursuant to Section 11.02(b);
  - (ix) the making of a Capital Call pursuant to Section 3.02;
  - (x) an agreement to sell all of the Membership Interests or to approve an investment in the Company pursuant to Article 12;
  - (xi) an agreement to sell all or substantially all of the assets of the Company pursuant to Article 12;
  - (xii) an agreement to accept an investment in the Company equal to \$5,000,000 or more in exchange for a Membership Interest pursuant to Article 12;
  - (xiii) an agreement to merge the Company into or consolidate the Company with another entity in a transaction as a result of which the surviving entity is majority owned or controlled by Persons other than Members of the Company; and
  - (xiv) the acquisition of all or substantially all of the assets or capital stock or other equity interests of another Person in one or more related transactions, or the acquisition of capital stock or other equity interests in another Person if the aggregate consideration paid or payable exceeds \$1,000,000.
- (d) By a Majority Vote of the Management Committee, the Company may appoint Members or non-Members to serve as officers of the Company. Without

limiting the authority of the Management Committee pursuant to Section 7.01, the officers shall implement the decisions of the Management Committee. The current officer positions of the Company are as follows: President; Chief Executive Officer; Chairman of the Board; Chief Financial Officer; Secretary; and Assistant Secretary and General Counsel. As of the effective date of this Agreement, the Company does not have any other officers. The exact duties of all of the officers will be determined by the Management Committee and any Person may be removed as an officer and replaced by a Majority Vote of the Management Committee.

*Section 7.02. Managing Members' Power To Bind The Company.*

(a) Notwithstanding any provision of this Agreement to the contrary, any contract, agreement, deed, lease, note or other document or instrument executed on behalf of the Company by a Managing Member shall be deemed to have been duly executed; no other Member's signature shall be required in connection with the foregoing and third parties shall be entitled to rely upon each Managing Member's power to bind the Company without otherwise ascertaining that the requirements of this Agreement have been satisfied.

(b) Each Managing Member is hereby authorized to file with any governmental entity, on behalf of the Company and the Members, a certificate or similar instrument that evidences the Managing Members' power to bind the Company as set forth in the preceding paragraph (a).

*Section 7.03. Member Expenses.*

(a) **General.** Except as otherwise provided in this Section 7.03, no Member shall be reimbursed for expenses incurred on behalf of, or otherwise in connection with, the Company.

(b) **Managing Members.** Each Managing Member shall be reimbursed by the Company for reasonable out-of-pocket expenses incurred by such Managing Member on behalf of the Company.

(c) **Non-Managing Members.** Non-Managing Members shall be reimbursed for expenses incurred on behalf of the Company pursuant to guidelines established by the Management Committee.

*Section 7.04. Member Compensation.*

(a) **General.** No Member shall be entitled to compensation from the Company for services provided by such Member to, or for the benefit of, the Company.

(b) **Managing Members.** The Company may pay compensation to one or more Managing Members at such times and in such amounts as shall be determined by a Majority Vote of the Management Committee.

(c) **Non-Managing Members.** A Non-Managing Member that, with the consent of the Management Committee, performs services for the Company as an employee or independent contractor may receive such compensation as is agreed to by the Management Committee.

**Section 7.05. Tax Matters Partner.**

(a) **General.** A Member as shall be selected from time to time by a Majority Vote of the Management Committee shall be the "**Tax Matters Partner.**" The Tax Matters Partner is hereby designated the "tax matters partner" of the Company within the meaning of Section 6231(a)(7) of the Code. Except to the extent specifically provided in the Code or the Treasury Regulations (or the laws of other relevant taxing jurisdictions), the Tax Matters Partner (acting with the approval of the Management Committee) shall have exclusive authority to act for or on behalf of the Company with regard to tax matters, including the authority to make (or decline to make) any available tax elections, *provided* that the Tax Matters Partner shall not have the authority to make an election that would cause the Company to be treated as a corporation for U.S. federal income tax purposes. Each Member shall be responsible for preparing and filing all tax returns required to be filed by such Member.

(b) **Partnership Classification for Tax Purposes.** Except to the extent otherwise required by applicable law (disregarding for this purpose any requirement that can be avoided through the filing of an election or similar administrative procedure), the Tax Matters Partner shall cause the Company to take the position that the Company is a "partnership" for Federal, State and local income tax purposes and shall cause to be filed with the appropriate tax authorities any elections or other documents necessary to give due legal effect to such position. No Member shall make any election or take any other action that is inconsistent with the Company's position regarding its classification as a "partnership" for applicable Federal, State and local income tax purposes.

(c) **Notice of Inconsistent Treatment of Company Item.** No Member shall file a notice with the United States Internal Revenue Service (the "**IRS**") under Section 6222(b) of the Code in connection with such Member's intention to treat an item on such Member's U.S. Federal income tax return in a manner which is inconsistent with the treatment of such item on the Company's U.S. Federal income tax return unless such Member has, not less than 30 days prior to the filing of such notice, provided the Tax Matters Partner with a copy of the notice and thereafter in a timely manner provided such other information related thereto as the Tax Matters Partner shall reasonably request.

(d) **Notice of Settlement Agreement.** Any Member entering into a settlement agreement with the United States Department of the Treasury or the IRS which concerns a Company item shall notify the Tax Matters Partner of such settlement agreement and its terms within 60 days after the date thereof.

*Section 7.06. Records And Financial Statements; Bank Accounts.*

(a) The Company shall maintain true and proper books, records, reports, and accounts in which shall be entered all transactions of the Company. The Company's books of account shall be maintained in accordance with United States federal income tax principles. Unless otherwise required by the Code or applicable Treasury Regulations, (i) the Company shall use the cash method of accounting and (ii) the fiscal year of the Company for United States federal income tax purposes shall end on December 31<sup>st</sup>. The Company shall also maintain all exhibits and schedules to this Agreement and shall update such exhibits and schedules promptly upon receipt of new information relating thereto. Copies of such books, records, reports, accounts and schedules shall be located at the Company's principal office.

(b) Within 120 days after the end of each Fiscal Year, the Company shall furnish to each Member a statement, which need not be audited, of: (i) the assets and liabilities of the Company, (ii) the net profit or loss of the Company, and (iii) the Capital Account balance of such Member. In addition, within 120 days after the end of each Fiscal Year, the Company shall supply all information reasonably necessary to enable the Members to prepare their Federal income tax returns and (upon request therefor) to comply with other reporting requirements imposed by law.

(c) The Company shall maintain its funds in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be commingled in any fashion with the funds of any other Person.

*Section 7.07. Valuation Of Company Assets.*

(a) The Management Committee shall determine the value of the Company's assets, as required under Section 11.03, upon the dissolution of the Company, and whenever otherwise required by this Agreement as determined in its sole and absolute discretion.

(b) The value of an asset as determined pursuant to this Section 7.07 shall be deemed the "**Fair Market Value**" of such asset and shall be binding and conclusive for all purposes under this Agreement.

*Section 7.08. Confidentiality.* The Members acknowledge and agree that all information provided to them by or on behalf of the Company or a Managing Member concerning the business or assets of the Company or any Member shall be deemed strictly confidential (collectively, "**Company Information**") and shall not, without the prior consent of the Management Committee, be (i) disclosed to any Person (other than a Member) or (ii) used by a Member other than for a Company purpose or a purpose reasonably related to protecting such Member's interest in the Company. The Management Committee hereby consents to the disclosure by each Member of Company Information to such Member's accountants, attorneys and similar advisors bound by a duty of confidentiality; moreover, the foregoing requirements of this Section 7.08 shall not apply to a Member with regard to any



information that is currently or becomes: (i) required to be disclosed pursuant to applicable law (but only to the extent of such requirement); (ii) required to be disclosed in order to protect such Member's interest in the Company (but only to the extent of such requirement and only after consultation with the Management Committee); (iii) publicly known or available in the absence of any improper or unlawful action on the part of such Member; or (iv) known or available to such Member other than through or on behalf of the Company. For purposes of this Section 7.08, Company Information provided by one Member to another shall be deemed to have been provided on behalf of the Company, provided that the Company or a Managing Member may disclose any information to the extent necessary or convenient for the formation, operation, dissolution, winding-up, or termination of the Company (as determined by the Management Committee, in their reasonable discretion). The Company and the Management Committee shall similarly refrain from disclosing any confidential information furnished by a Member pursuant to Section 7.09.

*Section 7.09. Disclosures.* Each Member shall furnish to the Company upon request any information with respect to such Member reasonably determined by the Management Committee to be necessary or convenient for the formation, operation, dissolution, winding-up, or termination of the Company.

*Section 7.10. Related Party Transactions.* The Company may enter into contracts or other arrangements with any Member; *provided, however*, that (i) the terms of any such contract or arrangement shall be no less advantageous, taking account of all relevant facts and circumstances, to the Company than would be available from an unrelated third party and (ii) any such contract or arrangement is approved by a Majority Vote of the Management Committee.

*Section 7.11. Meetings.* Meetings of the Management Committee may be held at such places and on such notice and for such purposes as the Management Committee may from time to time determine or as may be specified in the call of any meeting. Meetings of the Members may be called by the Management Committee. Any such meeting of Members shall be held at a reasonable time and place on not less than 10 nor more than 60 days notice. Reasonable accommodation shall be made for any Member (including any Managing Member) that elects to attend a meeting through conference telephone or similar means pursuant to which all Persons attending the meeting can hear one another. No action may be taken at a meeting without the consent of that number or percentage of the Management Committee or of the Members whose consent is otherwise required for such action under this Agreement.

*Section 7.12. Action Without A Meeting.*

(a) Any action of the Management Committee or the Members (or a subset thereof) may be taken by written consent of the appropriate percentage of the Management Committee or Members as specified in this Agreement. The fact that a

Member has not received notice of an action taken by written consent, or taken at a meeting actually held, shall not invalidate such action so long as it was taken with the consent of the appropriate percentage of the Members as specified in this Agreement.

(b) A Member may authorize another Person to vote or otherwise act on its behalf through a written proxy or power of attorney.

(c) In order to facilitate the determination of whether any action has been taken by the requisite number or under this Agreement, the Management Committee may adopt, from time to time, reasonable procedures for establishing the Members of record entitled to vote, consent or otherwise take action on any matter; provided, however, that any date as of which Members of record is determined shall not precede the date of the related action by more than 60 days.

Section 7.13. *Breach of Covenant.* Each Member acknowledges and agrees that the Company has invested considerable time and resources in developing relationships with its clients and in creating a body of Company Information necessary to service the Company's clients and successfully operate the business of the Company, the loss of which clients or the disclosure of which Confidential Information would cause irreparable harm to the Company. Accordingly, each Member agrees that if he or she should breach or violate or threaten to breach or violate any of the restrictive covenants set forth in Section 6.06, Section 6.07 or Section 7.08, the Company may apply for the immediate entry of an injunction restraining any actual or threatened breach or violation of any such covenant by such Member. If, for any reason, any of the restrictive covenants or related provisions contained in Section 6.06, Section 6.07 or Section 7.08 should be held invalid or otherwise unenforceable by a court of law, the Members agree that the court shall construe the pertinent section(s) or provision(s) so as to allow its enforcement to the maximum extent permitted by applicable law. Each Member further agrees that any claimed breach of this Agreement by the Company shall not prevent, or otherwise be a defense against, the enforcement of any restrictive covenant contained in this Agreement applicable to such Member. If any Member should breach or violate any of the restrictive covenants contained in Section 6.06, Section 6.07 or Section 7.08, the restrictive covenant(s) shall be extended by the time equivalent to the duration of the breach or violation so that the restrictive covenant(s) shall be cumulatively enforced for the full period for which it is intended. Any Member who breaches or violates any of the restrictive covenants set forth in Section 6.06, Section 6.07 or Section 7.08 shall be responsible for all legal expenses and other costs actually incurred by the Company in enforcing any of those restrictive covenants. The Company need only obtain a portion of any injunctive relief or money damages that it pursues in order to recover its actual attorneys' fees and costs in full. The Members and the Company intend that the provisions of Section 6.06, Section 6.07, Section 7.08 and this Section 7.13 shall survive any termination of this Agreement.

ARTICLE 8  
INDEMNIFICATION

Section 8.01. *Indemnification.*

(a) To the fullest extent permitted by the laws of the State of Arizona and except in the case of bad faith, gross negligence or willful misconduct, no Member, including any Managing Member, shall be liable to the Company or any other Member for any loss, damage or claim for any loss, damage or claim incurred by such Person by reason of any act or omission performed or omitted by such Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Person by this Agreement.

(b) Except in the case of bad faith, gross negligence or willful misconduct, each Person (and the heirs, executors or administrators of such Person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such Person is or was a Member or Managing Member, shall be indemnified and held harmless by the Company to the fullest extent permitted by the laws of the State of Arizona for directors and officers of corporations organized under the laws of the State of Arizona. The right to indemnification conferred in this Section shall also include the right to be paid by the Company the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent authorized by the laws of the State of Arizona for directors and officers of corporations organized under the laws of the State of Arizona. The right to indemnification conferred in this Section shall be a contract right.

(c) Each Member (whether in his or her capacity as Managing Member or otherwise) (an "Indemnitor") indemnifies each other Member for any losses and liabilities (including reasonable attorney's fees) incurred by such Member in connection with its membership in the Company (whether as a result of a decline in value of such Member's Membership Interest or otherwise) to the extent such losses and liabilities arise out of the bad faith, gross negligence or willful misconduct of the Indemnitor.

(d) The Company may, by action of the Management Committee, provide indemnification to such other officers, employees and agents of the Company or other persons who are or were serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, limited liability corporation, joint venture, trust or other enterprise to such extent and to such effect as the Management Committee shall determine to be appropriate.

(e) The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Member, Managing Member, officer, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation,

partnership, limited liability company, joint venture, trust or other enterprise against any expense, liability or loss incurred by such Person in any such capacity or arising out of his or her status as such, whether or not the Company would have the power to indemnify him or her against such liability under the laws of the State of Arizona.

(f) The rights and authority conferred in this Section are not exclusive of any other right which any Person may otherwise have or hereafter acquire.

(g) Neither the amendment of this Section, nor, to the fullest extent permitted by the laws of the State of Arizona, any modification of law, shall eliminate or reduce the effect of this Section in respect of any acts or omissions occurring prior to such amendment or modification.

## ARTICLE 9 RESTRICTIONS ON TRANSFER OF INTERESTS

### Section 9.01. *General.*

(a) Without a Supermajority Vote of the Management Committee, a Member may not Transfer all or any portion of his or her Membership Interest (or solicit any offers for such a Transfer).

(b) Any Transfer of a Membership Interest which is not made in compliance with the provisions of this Agreement shall be void, and the Company shall not recognize any such Transfer.

(c) In no event shall the Company participate in the establishment of a secondary market or the substantial equivalent thereof, as defined in Treasury Regulations Section 1.7704-1(c), or in the inclusion of limited liability company interests in the Company on such a market or on an established securities market, as defined in Treasury Regulation Section 1.7704-1(b), or recognize any transfers made on any of the foregoing markets by admitting the purported transferee as a Member or otherwise recognizing the rights of such transferee.

### Section 9.02. *Recognition Of Transfers.*

(a) Prior to any Transfer of a Membership Interest (whether permitted by Section 9.01 or otherwise), the Member transferring such Interest shall give written notice of such Transfer to the Management Committee.

(b) No transferee shall be admitted to the Company as a Member unless the Transfer is permitted hereby. Subject to the foregoing, each such transferee, as a condition to its admission as a Member, shall execute and deliver to the Company such instruments (including a counterpart of this Agreement), in form or substance satisfactory to the Management Committee, as the Management Committee shall reasonably deem necessary or desirable to confirm the agreement of such transferee to be bound by all the terms and provisions of this Agreement (as it may be amended

in connection with the admission of such transferee as a Member). The Members agree to amend this Agreement to the extent necessary to reflect the transfer and admission of the new Member and to continue the Company without dissolution. Upon execution of such instruments, the transferee shall be admitted to the Company as a Member. Immediately following the admission of the transferee to the Company as a Member, any person who has thereby transferred all of its Membership Interest and complied with the provisions of Section 10.02 regarding withdrawal shall cease to be a Member of the Company. The transferee, as a Member of the Company, and any other Member are hereby authorized to, and shall, continue the business of the Company without dissolution.

(c) Any transferee who is admitted to the Company as a Member shall succeed to the rights and powers (including distribution preferences), and be subject to the restrictions and liabilities, of the transferor Member to the extent of the Membership Interest transferred.

ARTICLE 10  
CONSEQUENCES OF DEATH, WITHDRAWAL,  
OR EXPULSION OF MEMBER

Section 10.01. *Departure Event.* Upon the occurrence, with respect to a Member, of a Departure Event which does not result in the dissolution and winding up of the Company pursuant to Section 11.02, then the Company or, if approved by a Supermajority Vote of the Management Committee, any Person shall purchase, and the Member whose actions or conduct resulted in the Departure Event ("**Former Member**") or such Former Member's legal representative, shall sell the Former Member's Membership Interest ("**Former Member's Interest**") as provided in this Article 10.

Section 10.02. *Withdrawal of a Member.* A Non-Managing Member may withdraw or resign as a Member only with the prior approval of a Supermajority Vote of the Management Committee. A Managing Member may withdraw or resign as a Member only with the prior approval of all non-withdrawing Managing Members. The Membership Interest of a Member withdrawing from the Company in accordance with this Section 10.02 shall be subject to purchase and sale as provided for in this Article 10. The Company (by Majority Vote of the Management Committee) may elect to treat a withdrawal by a Member which is not in accordance with this Section 10.02 as a permitted withdrawal by such Member, and in the event of such an election, the Company will be obligated to purchase, and the Former Member will be obligated to sell, the Former Member's Interest as provided in this Article 10.

Section 10.03. *Expulsion Of Member.* Should any Non-Managing Member (i) default in his or her obligation to pay the Required Amount in connection with any Capital Call under Section 3.02, (ii) be convicted of a felony based on conduct which affects materially and adversely the carrying on of the Company's business,

(iii) be convicted of fraud or such other crime which affects materially and adversely the carrying on of the Company's business, or (iv) have engaged in conduct which the Management Committee determines has resulted in harm to the Company or its relationship with a client, then such Member may be expelled from the Company (an "**Expulsion**") by a Supermajority Vote of the Management Committee. Should any Managing Member engage in any of the acts described in items (i) through (iv) above, or should such Managing Member significantly reduce the amount of effort devoted to the Company's business, then such Managing Member may be expelled from the Company by a unanimous vote of the other Managing Members. Expulsion shall become effective on the date when written notice of Expulsion is served on the expelled Member (the "**Expulsion Date**"). In the event of an Expulsion of a Member (the "**Expelled Member**"), such Member shall thereupon cease to be a Member and to have the rights and obligations of a Member except for the right to be paid no more than fifty percent (50%) (such percentage to be determined by the Management Committee) of his or her Final Capital Account Balance pursuant to Section 10.04.

Section 10.04. *Amount Payable.* The amount payable by the Company with respect to the Former Member's Membership Interest shall be equal to (i) in the case of a Former Member other than an Expelled Member, the Final Capital Account Balance of the Former Member, and (ii) in the case of an Expelled Member, no more than fifty percent (50%) (such percentage to be determined by the Management Committee) of the Final Capital Account Balance of the Former Member. As used in this Agreement, the term "**Final Capital Account Balance**" shall mean the amount (as determined by the Management Committee) that would be distributed to a Former Member if, on the date of his or her Departure Event, the Company were wound up, all of its assets sold and its liabilities settled for their Fair Market Values, and the resulting cash distributed pursuant to Article 11, *provided* that, for this purpose, (i) all assets of the Company other than accounts receivable and unbilled time shall be valued at their respective Book Values immediately prior to the date of such Departure Event and (ii) all assets and liabilities of the Company shall otherwise be calculated in accordance with the accrual method of accounting generally in accordance with GAAP despite the fact that the Company uses the cash method of accounting for income tax purposes including for purposes of maintaining Capital Accounts under Section 704(b) of the Code. The Members agree that it would be impractical to attempt to revalue the Company's assets other than accounts receivable and unbilled time as of any Departure Event and that it is fair and reasonable to use (a) in the case of a Former Member other than an Expelled Member, the Final Capital Account Balance of the Former Member as so calculated, and (b) in the case of an Expelled Member, no more than fifty percent (50%) (such percentage to be determined by the Management Committee) of the Final Capital Account Balance, as determined pursuant to this section 10.04, as the amount payable with respect to a Former Member's Membership Interest. Payments made to a Former Member pursuant to this Section 10.04 shall be in exchange for such Former Member's interest in Company property including goodwill (within the meaning of Section 736(b) of the Code) to the extent such payments exceed such

Former Member's share of the Company's "unrealized receivables" (within the meaning of Section 751(c) of the Code).

Section 10.05. *Payment Terms.* Except as otherwise provided in this Section 10.05, the amount payable to a Former Member on account of his or her Membership Interest shall be distributed to him or her by the Company by either of the following methods, as selected by the Company:

(A) The Company shall at the closing pay in cash the amount determined in accordance with Section 10.04 for the Former Member's Interest; or

(B) The Company shall distribute in cash at the closing one-tenth (1/10) of the estimated total amount determined pursuant to Section 10.04, in which case the balance of such amount (as finally determined after taking into account all Capital Account adjustments for the year in which the Departure Event occurs with respect to the Former Member) (the "Deferred Amount") shall then be distributed by the Company to the Former Member in cash in nine (9) equal annual installments, plus an amount calculated like interest (equal to the mid-term applicable federal rate as provided in Section 1274(d) of the Code for the month in which the initial distribution is made) on the unpaid balance of the Deferred Amount. Each of such nine (9) subsequent annual distributions by the Company shall be made on the anniversary date of the closing.

(C) Notwithstanding anything to the contrary in this Article 10, in the event the Company so determines (as evidenced on behalf of the Company by a resolution adopted by a Supermajority Vote of the Management Committee), (i) the number of years over which the Deferred Amount shall be distributed shall be more or less than nine (9) years, (ii) the subsequent installments of the Deferred Amount may be unequal in amounts and may be distributed more frequently than annually and (iii) the Former Member may continue to render services to the Company, not in the capacity of Member, but in the capacity of an employee or independent contractor. Any such determination shall be evidenced by a letter or other written evidence of such determination together with a copy of such adopted resolution, delivered by the Company to the Former Member (or his or her legal representative), reflecting the terms of such determination and confirming the applicability of the provisions of Section 10.05(D) to such Former Member.

(D) For the avoidance of doubt, each Member and Former Member expressly acknowledges and agrees that (i) any Former Member who has not received the full amount determined in

accordance with Section 10.04 for his or her Membership Interest pursuant to Section 10.05(A) remains a "member" (and does not have the status of a creditor) of the Company within the meaning of the Act, but solely for purposes of receiving distributions of the Deferred Amount and for no other purpose under the Act or this Agreement (including, without limitation, for the purpose of exercising any right to vote on, approve or consent to any matter related to the Company), until the remaining balance of his or her Deferred Amount has been distributed in full, (ii) in the event of the liquidation and dissolution of the Company at a time when such Former Member has not received the full amount of his or her Deferred Amount, such Former Member shall share in the net proceeds of such liquidation with all other Former Members who have not received the full amount of their respective Deferred Amounts and with all remaining Members pro rata in accordance with their respective Capital Account balances (taking into account for Former Members the debits to their Capital Accounts for the amounts received by such Former Members at closing under Section 10.05(B) and the payments of Deferred Amount received by such Former Members prior to the date of such distribution of net proceeds of liquidation) and (iii) no Former Member shall receive a preference over other Members or Former Members with respect to such distribution of net proceeds of liquidation in accordance with Capital Account balances. Upon the distribution by the Company to a Former Member of an amount equal to his or her entire Deferred Amount, such Former Member shall no longer be a "member" of the Company (within the meaning of the Act) for any purpose.

Section 10.06. *Closing Of Redemption Of Former Member's Interest.* The closing for the redemption of a Former Member's Interest pursuant to this Article 10 shall be held at 10:00 a.m. at the principal office of Company no later than sixty (60) days after the determination in accordance with Section 10.04 of the amount payable with respect to such Interest, except that if the closing date falls on a Saturday, Sunday or legal holiday, then the closing shall be held on the next succeeding business day. At the closing, the Former Member or such Former Member's legal representative shall deliver to the Company an instrument of transfer (containing warranties of title and no encumbrances) conveying the Former Member's Interest, but confirming that if such Former Member has not received the full amount determined in accordance with Section 10.04 for such Former Member's Interest, such Former Member remains a "member" of the Company (within the meaning of the Act), but solely for purposes of receiving distributions of Deferred Amount, until such Former Member has received distributions equal to his or her entire Deferred Amount. The Former Member or such Former Member's legal representative and the Company shall do all things and execute and deliver all papers as may be necessary fully to consummate such redemption in accordance with the terms and provisions of this Agreement.



Section 10.07. *Subordination Agreement.* One or more financial institutions (collectively, the "Lender") has extended to the Company (the "Borrower"), a revolving credit loan (the "Loan" and together with all other indebtedness and obligations of Borrower to Lender now existing or hereinafter arising, the "Senior Indebtedness") pursuant to one or more loan agreements between Borrower and Lender (collectively, as amended from time to time, the "Loan Agreement"). All amounts payable by the Company to any Former Member pursuant to this Article 10 shall be automatically subordinated to all of the Senior Indebtedness. Each Former Member shall, as a condition to receiving any amounts pursuant to this Article 10, execute a subordination agreement in form and substance satisfactory to Lender, and in substantially the same form previously agreed between Lender and the Company, which subordination agreement shall permit distributions to Former Members so long as there is no default existing under the Loan Agreement. Failure by a Former Member to execute such a subordination agreement will forfeit such Former Member's right to receive any distributions pursuant to this Article 10 until such subordination agreement is executed or the Senior Indebtedness is repaid in full. This Section 10.07 cannot be amended until all of the Senior Indebtedness has been paid in full and Lender has no further obligation to make loans or advances to Borrower.

## ARTICLE 11

### TERMINATION, DISSOLUTION AND LIQUIDATION

Section 11.01. *Term.* The term of the Company shall continue until dissolved pursuant to this Article.

Section 11.02. *Liquidating Events.* The Company shall dissolve and commence winding up upon the first to occur of any of the following events (each a "Liquidating Event"):

- (a) the resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company unless the business of the Company is continued by the consent of a Majority Vote of the Management Committee within 90 days following the occurrence of any such event;
- (b) the Supermajority Vote of the Management Committee to dissolve, wind up and liquidate the Company; or
- (c) the entry of a decree of judicial dissolution pursuant to Section 29-785 of the Act.

Section 11.03. *Winding Up.* Upon the occurrence of a Liquidating Event, the Company shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying or making reasonable provision for the satisfaction of the claims of its creditors and Members, and no Member shall

take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Company's business and affairs, *provided* that all covenants contained in this Agreement and obligations provided for in this Agreement shall continue to be fully binding upon the Members until such time as the assets or property or the proceeds from the sale thereof has been distributed pursuant to this Article and the Company has terminated. The Management Committee shall be responsible for overseeing the winding up and dissolution of the Company. The Management Committee shall take full account of the Company's assets and liabilities, and the Company's affairs shall be wound up in an orderly manner in accordance with the following procedures:

(a) To the extent that the Management Committee determines that any or all of the assets of the Company shall be sold, such assets shall be sold as promptly as possible, but in a business-like manner so as not to involve undue sacrifice; and

(b) The Capital Account of each Member shall be adjusted in accordance with Article 4 to take into account the profit and loss resulting from the sale of the Company's assets and all other transactions in connection with the winding up of the Company.

Section 11.04. *Distribution Upon Dissolution Of The Company.* The Company's assets or the proceeds from the sale thereof shall be applied and distributed to the maximum extent permitted by law, in the following order:

(a) first, to the satisfaction (whether by payment or by the making of reasonable provision for payment) of all of the Company's debts and liabilities to creditors; and

(b) the balance, if any, to the Members in accordance with the positive balances of their Capital Accounts, after giving effect to all contributions, distributions and allocations for all periods.

Section 11.05. *Rights Of Members; Resignation.*

(a) Except as otherwise provided in this Agreement, each Member shall look solely to the assets of the Company for the return of his or her Capital Contributions and shall have no right or power to demand or receive property other than cash from the Company.

(b) No Member shall resign from the Company prior to the dissolution and winding up of the Company except in accordance with this Agreement.

ARTICLE 12  
SALE OF THE COMPANY

In the event that the Company shall have received a bona fide offer for the purchase of all the Membership Interests or a pro rata portion of fifty percent (50%) or more of the Membership Interests or the Company shall have received a bona fide offer for the purchase of substantially all the assets of the Company or to make an investment in the Company equal to \$5,000,000 or more in exchange for a Membership Interest (any such offer being referred herein as a "Purchase Offer") and the Management Committee by a Supermajority Vote determines to accept, or cause the Company to accept, such Purchase Offer, then all Members shall sell their Membership Interests or the Company shall sell its assets or a Membership Interest, as the case may be.

Each Member also agrees that in the event that the Purchase Offer is conditioned upon such Member agreeing (a) to provide services to the Company or the purchaser of the assets, as the case may be, at reasonable compensation and upon other reasonable terms and conditions, with respect to such Member, for a period not to exceed five years from the date of sale, and/or (b) not to compete with the business of the Company or the purchaser of the assets for a period not to exceed five years from the date of sale, then he or she will enter into such services and/or noncompetition contracts if the Purchase Offer is accepted.

For purposes of the preceding sentence, any proposed contract for services which requires a Member to relocate his office by more than 50 miles from its current location shall not be considered reasonable unless such Member agrees. In recognition of the fact that a refusal by any Member to enter into a reasonable services or noncompetition contract upon which the Purchase Offer is conditioned, may cause the value of the Company to be diminished, the Members agree that in the event that a Purchase Offer is approved pursuant to this Article 12 and any Member refuses to enter into such services or noncompetition contract, then the Percentage Interest of the Member so refusing shall become zero as of the date of such refusal.

By entering into this Agreement, each Member hereby acknowledges that the provisions of this Article 12 are a substantial inducement to each other Member to enter into this Agreement and each Member hereby agrees that the provisions of this Article 12 are fair and reasonable under the circumstances.

ARTICLE 13  
MISCELLANEOUS

Section 13.01. *Notices.* All notices, requests and other communications to any party or to the Company shall be in writing (including facsimile or similar writing) and shall be given, to the Member at his or her address shown on the records of the Company or to such other address or facsimile number as such party

or the Company may hereafter specify for the purpose by notice to the other parties and the Company. Each such notice, request or other communication shall be effective when delivered at the address specified in this Section.

**Section 13.02. *Amendments and Waivers.***

(a) Any provision of this Agreement may be amended or waived by a Supermajority Vote of the Management Committee, except that a unanimous vote of the Management Committee shall be required to amend Section 5.02(ii), the second sentence of Section 7.01(b), the second sentence of Section 10.02 and the second sentence of Section 10.03.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**Section 13.03. *Successors And Assigns.*** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement is for the sole benefit of the parties hereto and, except as otherwise contemplated herein, nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto, any legal or equitable rights hereunder.

**Section 13.04. *Headings.*** Headings are for ease of reference only and shall not form a part of this Agreement.

**Section 13.05. *Entire Agreement.*** This Agreement constitutes the entire agreement of the Members with respect to the subject matter hereof.

**Section 13.06. *Governing Law.*** This Agreement shall be governed by, and construed under, the laws of the State of Arizona (without regard to conflicts of laws principles.)

**Section 13.07. *Counterparts; Effectiveness.*** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original. This Agreement shall become effective when each party shall have received a counterpart hereof signed by each of the other parties.

**Section 13.08. *Severability.*** If any provision of this Agreement or the application thereof is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other Persons or circumstances shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 13.09. *Further Assurances.* The Members will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have  
executed this Agreement as of the day and year first  
above written.

**Members:**

DCIG Holdings, L.L.C.

By:

\_\_\_\_\_  
Thomas J. Synhorst, a Member

\_\_\_\_\_  
Timothy N. Hyde

\_\_\_\_\_  
Daniel P. Combs

\_\_\_\_\_  
Jennifer Cutler

\_\_\_\_\_  
Douglas M. Goodyear

\_\_\_\_\_  
Ryan M. Grillo

\_\_\_\_\_  
Brian S. McCabe

\_\_\_\_\_  
James E. Murphy, Jr.

\_\_\_\_\_  
Justin M. Peterson

  
\_\_\_\_\_  
Diane N. Miller

\_\_\_\_\_  
Chris Myers

[signatures continued on next page]

IN WITNESS WHEREOF, the parties hereto have  
executed this Agreement as of the day and year first  
above written.

**Members:**

DCIG Holdings, L.L.C.

By:

\_\_\_\_\_  
Thomas J. Synhorst, a Member

\_\_\_\_\_  
Timothy N. Hyde

\_\_\_\_\_  
Daniel P. Combs

\_\_\_\_\_  
Jennifer Cutler

\_\_\_\_\_  
Douglas M. Goodyear

\_\_\_\_\_  
  
Ryan M. Grillo

\_\_\_\_\_  
Brian S. McCabe

\_\_\_\_\_  
James E. Murphy, Jr.

\_\_\_\_\_  
Justin M. Peterson

\_\_\_\_\_  
Diane N. Miller

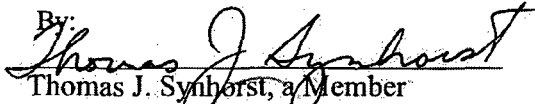
\_\_\_\_\_  
Chris Myers

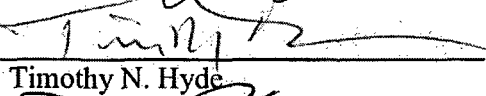
[signatures continued on next page]

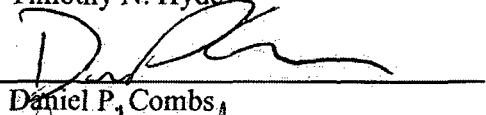
IN WITNESS WHEREOF, the parties hereto have  
executed this Agreement as of the day and year first  
above written.

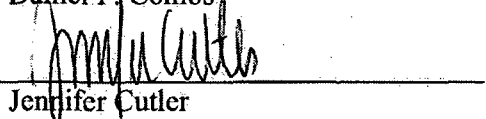
**Members:**

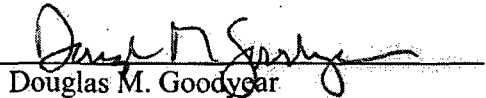
DCIG Holdings, L.L.C.

By:   
Thomas J. Synhorst, a Member

  
Timothy N. Hyde

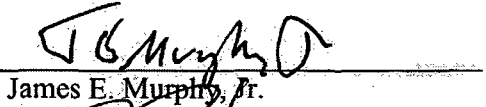
  
Daniel P. Combs

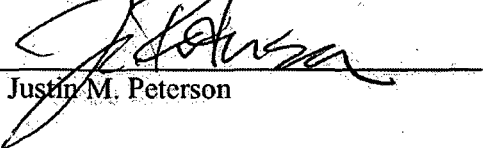
  
Jennifer Cutler

  
Douglas M. Goodyear

  
Ryan M. Grillo

  
Brian S. McCabe

  
James E. Murphy, Jr.

  
Justin M. Peterson

  
Diane N. Miller

  
Chris Meyers

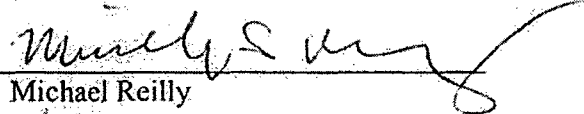
[signatures continued on next page]




Andrew O'Brien



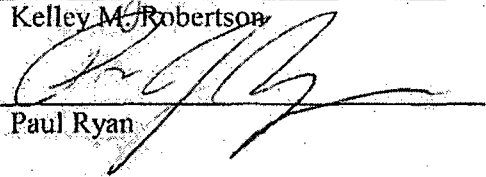
Susan Reiche




Michael Reilly



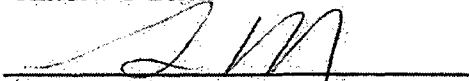
Kelley M. Robertson



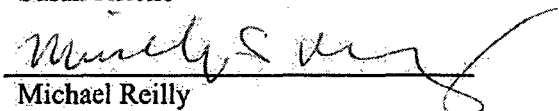
Paul Ryan




Andrew O'Brien




Susan Reiche



Michael Reilly



Kelley M. Robertson



Paul Ryan